# Terms of Use

Please read this user agreement (the "User Agreement") carefully before using this website (together with all content contained thereon or any pages linked thereto, the "Website"). By accessing or using the Website you are agreeing that you have read, understand and accept the terms and conditions of this User Agreement, will abide by this User Agreement, agree to the limitations herein and are legally bound by this User Agreement without limitation or qualification. If you do not agree with any provisions of the User Agreement, do not use the Website, save, reference or download anything from it. East Rock Capital, LLC and its affiliates (collectively, "East Rock") reserve the right to change, modify, add or remove portions of this User Agreement or any content posted on the Website at any time without notice and without liability provided, any material modifications will only be applied prospectively. By using the Website after we have posted changes, you are agreeing to be bound by the User Agreement as amended. We suggest that you review this User Agreement periodically for changes. At any time and for any reason East Rock may terminate or suspend your right to use all or any portion of the Website.

Accessibility: If you are having any trouble accessing this User Agreement or the Website, please contact us at 212-630-5000 between 9am and 5pm Eastern Standard Time.



#### **Disclaimers**

The information contained on this Website has been prepared solely for informational purposes and is not an offering or the solicitation of an offer to purchase or sell an interest in any security or fund. Any such offer or solicitation will be made to qualified investors only by means of a final offering memorandum or similar document, and only in those jurisdictions where permitted by law. Such offering documents contain additional information about the investment objectives, terms and conditions of an investment in the applicable fund managed by East Rock, and also contain important risk disclosures and tax information that must be considered prior to any investment decision regarding a fund. An investment in a fund managed by East Rock carries certain risks, including without limitation, the risk of loss of principal.

While all the information contained herein is believed to be accurate, East Rock makes no express warranty as to the completeness or accuracy of the information appearing on this Website. Prospective investors should not construe the contents of this Website as legal, tax, investment or other advice. There is no guarantee that the investment objective will be achieved.

Certain information contained herein, including any projections, market outlooks or estimates constitute "forward-looking statements" and are based upon certain assumptions. Forward-looking statements can be identified by the use of forward-looking terminology such as "may," "will," "should," "seek," "expect," "anticipate," "target," "intent," "continue," or "believe," or the negatives thereof or other variations thereon or comparable terminology. Due to various risks and uncertainties, actual events or results or the actual performance of any fund or investment may differ materially from those reflected or contemplated in such forward-looking statements. Representative investment allocations may not be representative of all investments purchased, sold or recommended for all advisory clients. Actual holdings will vary for each client.

# Proprietary Rights and Restrictions on Use

The information, documents, materials, and any other elements on the Website (the "Website Materials"), including all design, text and pictures, is owned or licensed by East Rock. The Website Materials are protected by U.S. and international intellectual property laws. The trademarks, service marks and logos used and displayed on the Website are exclusive trademarks and service marks of East Rock or its licensors. No portion of the Website Materials may be copied, modified, reproduced, transmitted, displayed, performed, stored, distributed, abridged, linked to or otherwise used in any way without East Rock's prior written consent.

You agree not to remove any notice signifying the intellectual property or other proprietary rights of East Rock. East Rock does not grant any express or implied right to you under any copyright, trademark, or other intellectual property or proprietary right. All rights not expressly granted are reserved.

This Website is designed to be accessed through its principal home page and such other pages as East Rock may decide. If you access this Website through individual pages directly, which are not designed for this purpose, you may not see important information that is relevant to the content of this Website.

You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Website. Further, you may not use any such automated means to manipulate the Website, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Website or any other user's use of the Website, including, without limitation, via means of overloading, "flooding", "mailbombing" or

"crashing" the Website, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under this User Agreement. You may not frame portions of the Website within another website. You may not resell use of, or access to, the Website to any third party without our prior written consent.

### Hyperlinks

The Website contains hyperlinks to websites operated by persons other than East Rock. Such hyperlinks are provided for your reference and convenience only. These linked websites are not under East Rock's control and may be governed by their own terms of use. We have not developed or reviewed the content appearing in or on such linked websites and you agree not to hold us responsible for the content or operation of such linked websites. A HYPERLINK DOES NOT AND SHOULD NOT BE DEEMED TO IMPLY THAT EAST ROCK IN ANY WAY ENDORSES OR SUPPORTS THE CONTENT, OPERATOR OR OWNER OF SUCH LINKED WEBSITES. IF YOU DECIDE TO ACCESS ANY THIRD-PARTY WEBSITES LINKED TO THIS WEBSITE, YOU DO SO AT YOUR SOLE AND EXCLUSIVE RISK. You assume, and East Rock disclaims, all responsibility for any loss or injury sustained by you as a user of any linked website. In addition, you agree not to link any of your websites or any third-party website to the Website without the express prior written consent of East Rock. East Rock reserves the right, at any time, for any reason not prohibited by law, to deny permission to anyone to link a website from or to the Website.

#### Limitation of Liability; Indemnification

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, INCLUDING ANY INFORMATION OR MATERIALS, CONTAINED IN OR ACCESSIBLE THROUGH THE WEBSITE, IS PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EAST ROCK EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY WHATSO-EVER FOR ERRORS AND OMISSIONS IN ANY INFORMATION OR MATERIALS, AND FOR ANY USE OR INTERPRETATION BY OTHERS OF ANY INFORMATION OR MATERIALS, CONTAINED IN OR AC-CESSIBLE THROUGH THE WEBSITE. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EAST ROCK ALSO DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANT-ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EAST ROCK DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, EAST ROCK SHALL NOT BE LIABLE FOR THE USE OF THE WEB-SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

To the fullest extent permitted by applicable law, under no circumstances will we be liable to you or any third party for any loss, damage or injury (including, without limitation, any loss, damage or injury caused, in whole or in part, by us with respect to any Website Materials) in contract, tort (including, but not limited to, negligence), strict liability or otherwise. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST OPPORTUNITY, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING, AND IN ADDITION TO THE FOREGOING, IN NO EVENT SHALL THE TOTAL LIABILITY (IF ANY) OF EAST ROCK TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING,

BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) EXCEED \$100.

You agree to indemnify, defend and hold us harmless from any loss, damage or injury (including reasonable attorneys' fees) suffered, incurred or asserted as a result of (a) any use or misuse by you of the Website, (b) any actions related to your receipt and use of the Website Materials, whether or not authorized, (c) any infringement by you of any of our intellectual property rights, (d) your breach of any of the provisions contained in this User Agreement, (e) your violation of any applicable law, legislation or of any third party's rights and (f) claims asserted by third parties which, if proven, would place you in breach of any of the provisions contained in this User Agreement.

Some jurisdictions may provide rights in addition to those above or may not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages. Therefore, some of the above limitations may not apply to you, or there may be provisions of applicable law that supersede the above.

#### Jurisdictional Issues

We make no warranties that materials on this Website are appropriate or available for use in countries other than the United States. If it is illegal or prohibited in your country of origin to access or use this Website, then you should not do so. Those who choose to access the Website from other locations do so on their own initiative and are responsible for establishing the legality, usability and correctness of any information or materials under any or all jurisdictions and the compliance of that information or material with local laws, if and to the extent local laws are applicable. The information provided in or accessible through the Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject East Rock to any registration or other requirement within such jurisdiction or country.

# Miscellaneous; Termination; Governing Law; Consent to Jurisdiction

No waiver by East Rock of any right under or term or provision of this User Agreement will be deemed a waiver of any other right, term or provision of this User Agreement at that time or a waiver of that or any other right, term or provision of this User Agreement at any other time. Any portion of this User Agreement declared invalid is severable and shall not affect the validity or enforceability of the remainder of the User Agreement. This User Agreement represents the entire agreement between East Rock, on the one hand, and you, on the other, relating to the subject matter hereof. East Rock may terminate this User Agreement with or without cause at any time.

THE TERMS OF THIS USER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. YOU AGREE THAT ANY DISPUTE OR ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE WEBSITE SHALL BE COMMENCED ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK AND YOU HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSES OF ANY SUCH DISPUTE OR ACTION.

# EastRock

65 East 55th St, 33 Fl New York NY 10022

info@eastrockcap.com